

**EXHIBIT B**

**Rule 2016 Statement**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

RTI HOLDING COMPANY, LLC,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 20-12456 (JTD)  
)  
)  
) (Jointly Administered)  
)

**STATEMENT UNDER RULE 2016 OF THE FEDERAL RULES OF  
BANKRUPTCY PROCEDURE AND SECTION 329 OF THE BANKRUPTCY CODE**

Cheng Cohen LLC (“Cheng Cohen”), pursuant to Federal Rule of Bankruptcy  
Procedure 2016 (the “Bankruptcy Rules”) and section 329 of Title 11 of the United States Code  
(the “Bankruptcy Code”), hereby makes this statement in support of the *Debtors’ Application*  
*Pursuant to Section 327(e) of the Bankruptcy Code, Rule 2014 of the Federal Rules of*  
*Bankruptcy Procedure, and Local Rule 2014-1 for an Order Authorizing the Retention and*

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: RTI Holding Company, LLC (4966); Ruby Tuesday, Inc. (5239); Ruby Tuesday, LLC (1391); RTBD, LLC (6505); RT of Carroll County, LLC (8836); RT Denver Franchise, L.P. (2621); RT Detroit Franchise, LLC (8738); RT Distributing, LLC (6096); RT Finance, LLC (7242); RT FL Gift Cards, Inc. (2189); RT Florida Equity, LLC (7159); RT Franchise Acquisition, LLC (1438); RT of Fruitland, Inc. (1103); RT Indianapolis Franchise, LLC (6016); RT Jonesboro Club (2726); RT KCMO Franchise, LLC (7020); RT Kentucky Restaurant Holdings, LLC (7435); RT Las Vegas Franchise, LLC (4969); RT Long Island Franchise, LLC (4072); RT of Maryland, LLC (7395); RT Michiana Franchise, LLC (8739); RT Michigan Franchise, LLC (8760); RT Minneapolis Franchise, LLC (2746); RT Minneapolis Holdings, LLC (7189); RT New England Franchise, LLC (4970); RT New Hampshire Restaurant Holdings, LLC (7438); RT New York Franchise, LLC (1154); RT Omaha Franchise, LLC (7442); RT Omaha Holdings, LLC (8647); RT One Percent Holdings, LLC (6689); RT One Percent Holdings II, LLC (2817); RT Orlando Franchise, LP (5105); RT Restaurant Services, LLC (7283); RT South Florida Franchise, LP (3535); RT Southwest Franchise, LLC (9715); RT St. Louis Franchise, LLC (6010); RT Tampa Franchise, LP (5290); RT Western Missouri Franchise, LLC (6082); RT West Palm Beach Franchise, LP (0359); RTTA, LP (0035); RTT Texas, Inc. (2461); RTTT, LLC (9194); Ruby Tuesday of Allegany County, Inc. (8011); Ruby Tuesday of Bryant, Inc. (6703); Ruby Tuesday of Columbia, Inc. (4091); Ruby Tuesday of Frederick, Inc. (4249); Ruby Tuesday of Linthicum, Inc. (8716); Ruby Tuesday of Marley Station, Inc. (1641); Ruby Tuesday of Pocomoke City, Inc. (0472); Ruby Tuesday of Russellville, Inc. (1601); and Ruby Tuesday of Salisbury, Inc. (5432). The Debtors’ mailing address is 333 East Broadway Ave., Maryville, TN 37804.

*Employment of Cheng Cohen LLC, as Special Corporate and Franchise Counsel to the Debtors and Debtors in Possession (the “Application”).<sup>2</sup>*

1. The Debtors have agreed to pay Cheng Cohen for the legal services to be rendered by its various attorneys and paralegals, and to reimburse Cheng Cohen for its actual and necessary expenses, in connection with these cases.

2. During the one-year period prior to the commencement of these chapter 11 cases, Cheng Cohen has received \$1,180,009.86 from the Debtors for professional fees and expenses incurred prior to the Petition Date. During the 90 days immediately preceding the Petition Date, Cheng Cohen received payments totaling \$571,832.86 of which \$225,000.00 was received as a retainer for work between June 17, 2020, and the Petition Date with all of the retainer applied accordingly for professional fees and expenses incurred prior to the Petition Date. Other than as set forth herein, Cheng Cohen did not receive any payments from the Debtors during the 90 days immediately preceding the Petition Date. Cheng Cohen is current as of the Petition Date.

3. Cheng Cohen will seek approval of payment of compensation for post-petition services upon the filing of appropriate applications for allowance of interim or final compensation pursuant the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

4. Any retainer held by Cheng Cohen may first be applied by Cheng Cohen to pay prepetition fees and expenses.


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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

5. Cheng Cohen further states that it has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the members, of counsel, and associates of Cheng Cohen, or (b) any compensation another person or party has received or may receive.

Dated: October 15, 2020

CHENG COHEN LLC

  
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Amy Cheng, Partner

*Proposed Special Corporate and Franchise  
Counsel to the Debtors and Debtors in  
Possession*